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STATE OF MICHIGAN

DEPARTMENT OF NATURAL RESOURCES

RE: Kent County Department
of Public Works
Plainfield Landfill
3908 Ten Mile Road
Rockford, Michigan

Chle
NORTH KENT LF D.6
LEFT FRONT COVER

G Q D COMPLIANCE
GRAND PAVING

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CLOSURE AGREEMENT

The Department of Natural Resources of the State of Michigan (hereinafter the "Department") and the Kent County Department of Public Works (hereinafter the "County DPW") agree and stipulate to the following:

1. The Director of the Department is the State official charged with the administration and enforcement of the Water Resources Commission Act, 1929 PA 245, as amended, an act to protect the public health, environment and waters of the State, and the Solid Waste Management Act, 1978 PA 641, as amended, an act to provide for the regulation and management of solid waste.

2. The County DPW presently operates a licensed solid waste disposal area (hereinafter "Disposal Area") at a site identified as the Plainfield Landfill, Sections 2 and 3, Plainfield Township, Kent County, Michigan, consisting of approximately fifty-four (54) acres.

3. In order to resolve the environmental problems at the site as detailed in the County DPW's hydrogeological study submitted to DNR on April 11, 1986, the parties desire to establish procedures which will minimize the infiltration of rain and sur-

face water into the Disposal Area, contain, control and prevent further contamination of resources, and close the Disposal Area.

4. The County DPW agrees to discontinue the landfilling of solid waste at the Disposal Area and agrees to bring about the final closure of said area according to the following schedule:

A. Closure Requirements

The County DPW shall bring about the final closure of Disposal Area in accordance with the Solid Waste Management Act, 1978 PA 641, as amended, ("Act 641") and the administrative rules promulgated thereunder.

B. Timetable for Implementation of Closure Requirements

(1) Further landfilling of solid waste in the Disposal Area shall terminate no later than December 31, 1986. Final grades for the Disposal Area shall be attained as soon as possible thereafter so as to facilitate drainage, prevent erosion and to prevent collection of standing water. Slopes of the final cover shall not exceed 1 vertical on 4 horizontal or as necessary to permit establishment of vegetative cover. The final slope shall not be less than 2%.

(2) The County DPW shall apply final cover over the entire Disposal Area by August 31, 1987 in accordance with Rule 305(10) of the Administrative Rules promulgated under Act 641. The County DPW shall apply a minimum one foot of

noncompacted cover over the entire Disposal Area by December 31, 1986.

- (3) The Disposal Area shall be contour disked, mulched and seeded no later than September 30, 1987.
- (4) To insure that methane and other decomposition gases generated within the closed Disposal Area do not present a hazard or nuisance, a plan describing the means of assuring that gases cannot travel laterally from the closed Disposal Area or accumulated in structures shall be submitted no later than May 1, 1987. "Structures" as used in this Agreement shall not include manholes located in the Disposal Area.
- (5) The County DPW shall notify the Department by October 1, 1987 that the closure of the Disposal Area is completed in conformity with the requirements set forth in this Closure Agreement.

C. Monitoring and Maintenance of the Closed Landfill

- (1) The County DPW shall maintain the Disposal Area for 5 years after December 31, 1986 in accordance with Act 641 and the administrative rules promulgated thereunder. The County's current groundwater monitoring program shall be con-

tinued until such time as the Department and County DPW agree on an alternate program.

D. Right of Entry

- (1) The Department, its agents, employees and representatives shall have the right to enter upon the Disposal Area at all reasonable times for the purpose of inspecting, testing and monitoring the surface and the sub-surface areas of the landfill, removing soil and water samples and determining compliance with the provisions of this Agreement, and any applicable state laws. The Department shall notify the County DPW prior to entry upon the Disposal Area, and shall give agents, employees and representatives of the County DPW the opportunity to accompany it on such inspections.

E. Remedial Action Plan

- (1) County DPW has completed a hydrogeological study of the site and has provided a copy of said study to the Department.
- (2) County DPW agrees to submit to the Department a remedial action plan within 90 days of departmental approval of the County DPW's hydrogeological study report. An outline for the North Kent Remedial Action Plan is attached as Exhibit 1. The Plan will provide for the containment and/or removal of groundwater and

surface water contamination at the site along with a timetable for implementation of the above Plan.

- (3) County DPW agrees to begin implementation of the Plan within 30 days of the DNR approval consistent with the timetable in the approved Plan.

F. Reservation of Rights

- (1) The parties hereto recognize and agree that the issue of resource damages, if any, and any liability for the same, are not addressed (except for the provisions in section E above) included or resolved by execution of this Agreement, of resource damages, or any liability of any kind on any issue.
- (2) The parties hereto further recognize that the Department may hereafter institute civil action against the County DPW for the purpose of compelling the cleaning, purging or other restoration of groundwaters which may have been affected by leachate or other contaminants emanating from the Disposal Area and the parties further recognize and agree that execution of this agreement shall not be construed to waive, estop, or otherwise diminish Department's right to seek to impose civil liability upon or seek appropriate civil relief from the

County DPW for degradation or pollution of groundwaters.

- (3) The parties agree that execution of this Agreement shall not be construed to waive, estop or otherwise diminish Kent County's right to assert its rights under the Headlee Amendment, Const 1963, Art 9, § 29.

G. Enforcement Forum

- (1) The parties hereto recognize and agree that the liability therefor, if any, shall not lie within the jurisdiction of any state administrative proceedings, but rather is a matter which would appropriately be heard and resolved in a court of competent jurisdiction.
- (2) The parties hereto recognize and agree that the appropriate forum for enforcement of the Agreement and for enforcement of any of the parties' rights and responsibilities with respect to the Disposal Area shall be the Circuit Court for the County of Kent, State of Michigan.

Kent County Department of
Public Works

By *Dee M. Lumbert*

Its Chairperson

Dated: October 30, 1986

Donald L. Inman
Donald Inman, Chief
Environmental Enforcement
Division

Richard S. Johns
Richard S. Johns, Chief,
Groundwater Quality Division